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Attorneys for Kimball Electronics Tampa, Inc. f/k/a  
Reptron Electronics, Inc.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE DYNAMIC RANDOM ACCESS  
MEMORY (DRAM) ANTITRUST  
LITIGATION

Master File No. M-02-1486PJH

MDL No. 1486

**STIPULATION AND [PROPOSED]  
ORDER**

This Document Relates to:  
ALL DIRECT PURCHASER ACTIONS

Kimball Electronics Tampa, Inc. f/k/a Reptron Electronics, Inc. ("Kimball"), Jaco  
Electronics, Inc. ("Jaco"), and co-lead counsel for the Direct Purchaser Plaintiffs (the "Parties"),  
stipulate and agree as follows:

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1                   1.       Reptron Electronics, Inc. (“Reptron”), either directly or through its agents  
2 and/or affiliates or subsidiaries, purchased various dynamic random access memory  
3 semiconductor products, modules and components (collectively "DRAM Products") at various  
4 times and in various amounts.

5                   2.       Reptron purchased DRAM Products for use in both its electronics  
6 components distribution business (the “Distribution Business”) and its computer products  
7 business (the “Module Business”).

8                   3.       Pursuant to an Asset Purchase Agreement entered into on May 19, 2003,  
9 which closed on June 13, 2003, Jaco acquired certain assets of Reptron including Reptron’s  
10 electronic components distribution business (the “Distribution Business”).

11                   4.       In February 2006, Kimball merged with Reptron.

12                   5.       On October 3, 2006 Jaco opted out of In re Dynamic Random Access  
13 Memory (DRAM) Antitrust Litigation, M-02-1486 PJH (the “DRAM Class Action”) on behalf of  
14 itself and each of its respective parents, predecessors, successors, subsidiaries, agents, affiliates,  
15 partners, acquisitions, assignors, divisions, departments and offices. Reptron, Inc. was identified  
16 on Schedule A to Jaco's opt out notice and Jaco intended to opt out the portion of Reptron's assets  
17 that it had acquired.

18                   6.       On February 28, 2007, Jaco commenced the action Jaco Electronics, Inc. v.  
19 Hynix Semiconductor, Inc. et al, Case No. C-07-01212 PJH (the “Jaco Action”) asserting antitrust  
20 claims based on purchases of DRAM, including purchases by Reptron’s Distribution Business.

21                   7.       Kimball has asserted a claim in the DRAM Class Action, claim number  
22 3010370, based on Reptron purchases of DRAM.

23                   8.       A dispute has arisen over distribution of proceeds from the DRAM Class  
24 Action related to Reptron purchases of DRAM.

1                   9.       On June 23, 2009, Kimball filed a Motion to Intervene in the DRAM Class  
2 Action (“Kimball Motion to Intervene”) seeking a determination that it is the owner of antitrust  
3 claims based on Reptron’s purchases of DRAM.

4                   10.       On August 26, 2009, Jaco filed a Motion Pursuant to Rule 42 (“Jaco Rule  
5 42 Motion”) seeking dismissal of Kimball’s motion or, in the alternative, that its motion be  
6 consolidated with the partial motion to dismiss pending in the Jaco Action and asserting that it is  
7 the owner of any and all claims based on DRAM purchased by Reptron’s Distribution Business.

8                   11.       Jaco and Kimball have entered into a Settlement Agreement and Release  
9 contemporaneously with this Stipulation regarding the ownership of antitrust claims relating to  
10 Reptron DRAM purchases.

11                   12.       As outlined in the Settlement Agreement, Jaco and Kimball agree that Jaco  
12 is the owner of all antitrust claims related to purchases of DRAM by Reptron’s Distribution  
13 Business, that Kimball asserts no claim to all antitrust claims related to purchases of DRAM by  
14 Reptron’s Distribution Business, that Jaco has no basis to dispute that Kimball is the owner of all  
15 antitrust claims related to purchases of DRAM by Reptron’s Module Business, and that Jaco  
16 asserts no claim to all antitrust claims related to purchases of DRAM by Reptron's Module  
17 Business.

18                   13.       Jaco and Kimball also agree that Jaco has no basis to dispute that the  
19 relevant amount of Reptron Module Business DRAM purchases during the Class Period is  
20 \$41,000,000.

21                   14.       Based on the Settlement Agreement, Kimball agrees to reduce its claim in  
22 the DRAM Class Action to \$41,000,000. Co-lead counsel for the Direct Purchaser Plaintiffs  
23 agree that Kimball is entitled to a distribution of its *pro rata share* of the Net Settlement Fund  
24 based on its \$41,000,000 claim.

15. Upon approval of this Stipulation, the Parties agree that the Kimball Motion to Intervene and the Jaco Rule 42 Motion will be terminated with prejudice.

**IT IS SO STIPULATED AND AGREED.**

Dated: December 4, 2009

BAKER &amp; HOSTETLER LLP

/s/ Tracy Cole

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Tracy Cole

Counsel for Jaco Electronics, Inc.

Dated: December 4, 2009

BAKER & DANIELS LLP

/s/ Ryan M. Hurley  
Ryan M. Hurley

Counsel for Kimball Electronics Tampa, Inc.  
f/k/a Reptron Electronics, Inc.

Dated: December 4, 2009

SAVERI &amp; SAVERI INC.

/s/ Guido Saveri  
Guido Saveri

## Co-lead counsel for Direct Purchaser Plaintiffs

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**ATTESTATION OF FILING**

Pursuant to General Order 45.X.B, I hereby attest that I have obtained concurrence in the filing of this document from the parties listed above.

\_\_\_\_\_  
/s/ Ryan M. Hurley  
Ryan M. Hurley

**[PROPOSED] ORDER**

PURSUANT TO THE STIPULATION OF THE PARTIES, IT IS HEREBY ORDERED:

1. The stipulation between Kimball, Jaco, and co-lead counsel for the Direct Purchaser Plaintiffs is approved.

2. Co-lead counsel for the Direct Purchaser Plaintiffs are authorized to distribute to Kimball its *pro rata share* of the Net Settlement Fund based on the approved \$41,000,000 claim.

3. The Kimball Motion to Intervene and the Jaco Rule 42 Motion are terminated with prejudice.

Dated: 12/8/09



1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that on December 4, 2009, I electronically filed the foregoing  
3 **STIPULATION AND [PROPOSED] ORDER** via CM/ECF on all interested parties registered  
4 for e-filing in Master File No. M-02-1486PJH.

5 I declare under penalty of perjury under the laws of the United States of America that the  
6 foregoing is true and correct.

7 Executed on December 4, 2009 in Indianapolis, Indiana.

8  
9 /s/ Ryan M. Hurley

10 Ryan M. Hurley

11 E-mail: ryan.hurley@bakerd.com  
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